

# State of Vermont

Buildings and General Services  
Office of Purchasing & Contracting  
10 Baldwin St  
Montpelier VT 05633-7501  
United States

## CONTRACT



**Vendor ID 0000290460**  
**Holyoke Tire & SAuto Service Inc**  
**1264 Union St Ext**  
**W Springfield MA 01089**  
**United States**

<b>Contract ID</b> 0000000000000000000016479		<b>Page</b> 1 of 9
<b>Contract Dates</b> 11/04/2009 to 11/04/2011		<b>Origin</b> CPS
<b>Description:</b> CPS - RETREAD TIRES		<b>Contract Maximum</b> \$99,999,999,990.00
<b>Buyer Name</b> Smith,Steven D	<b>Buyer Phone</b> 828-4681	<b>Contract Status</b> Approved

**Phone #:**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		RETREAD TIRES	EA	0.01000	0.00	0.00

BANDAG MEDIUM COMMERCIAL RETREAD TIRES

THE LIST BELOW REPRESENTS A PARTIAL LIST OF TIRES AVAILABLE.

MOUNTING, BALANCING, AND VALVE STEM COSTS ARE NOT INCLUDED IN THE PRICE OF THE TIRE OR RETREAD. SEPARATE PRICING FOR MOUNTING, BALANCING, RIM RECONDITIONING, NEW RIMS AND VALVE STEMS IS AVAILABLE ON THIS CONTRACT.

THE PRICING ON THE TIRES LISTED BELOW AND ON THE ATTACHED PRICE LIST ARE FIRM FOR THE INITIAL TWO YEAR CONTRACT PERIOD.

SIZE TREAD DESIGN TREAD DEPTH PRICE PER UNIT

10RX22.5 4300 22/32 \$117.10

11RX22.5 4300 22/32 \$131.78

11RX22.5 ULTRA DRIVE 26/32 \$143.20

11RX22.5 4310 22/32 \$135.62

11RX22.5 4200 20/32 \$172.28

11RX24.5 BDR A/S 22/32 \$128.29

11RX24.5 4310 20/32 \$141.16

295/75RX22.55 4310 20/32 \$140.11

295/75RX22.55 ULTRA DRIVE 26/32 \$139.59

12RX22.5 4300 22/32 \$137.06

12RX22.5 ULTRA DRIVE 26/32 \$147.84

12Rx22.5 BDR-W 23/32 \$146.49

11RX22 BDM 26/32 \$155.26

11RX22 BRM 26/32 \$153.37

12RX24.5 BDR A/S 22/32 \$135.22

DELIVERY OF RETREAD TIRES ARE REQUIRED WITHIN FIVE TO TEN DAYS AFTER RECEIPT OF ORDER. ALL SHIPPING PAPERS MUST CONTAIN TIRE MAKE, SIZE AND SERIAL NUMBERS.

CASING RETENTION: CASINGS TO BE RETREADED SHALL BE FURNISHED BY THE USING AGENCY. THE CUSTOMER WILL ACCUMULATE A MINIMUM OF TWO CASINGS BEFORE CALL THE CONTRACTOR FOR PICKUP. ALL RETREADS TIRES WILL BE RETURNED ONLY ON THE CASINGS PROVIDED BY THE AGENCY.

REJECTED CASINGS MUST BE RETURNED WITH A WRITTEN REPORT INDICATING REASON FOR REJECTION. REJECTED CASINGS REMAIN THE PROPERTY OF THE AGENCY, WHICH IS RESPONSIBLE FOR DISPOSAL. CASINGS PROVIDED BY THE AGENCY AND RETREADED TIRES PROVIDED BY THE CONTRACTOR ARE TO BE EQUIVALENT IN SIZE AND CONSTRUCTION METHOD.

# State of Vermont

Buildings and General Services  
Office of Purchasing & Contracting  
10 Baldwin St  
Montpelier VT 05633-7501  
United States

## CONTRACT



**Vendor ID 0000290460**  
**Holyoke Tire & SAuto Service Inc**  
**1264 Union St Ext**  
**W Springfield MA 01089**  
**United States**

<b>Contract ID</b> 0000000000000000000016479		<b>Page</b> 2 of 9
<b>Contract Dates</b> 11/04/2009 to 11/04/2011	<b>Origin</b> CPS	
<b>Description:</b> CPS - RETREAD TIRES	<b>Contract Maximum</b> \$99,999,999,990.00	
<b>Buyer Name</b> Smith,Steven D	<b>Buyer Phone</b> 828-4681	<b>Contract Status</b> Approved

**Phone #:**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
RETREADING PROCESS: THE RETREADING PROCESS SHALL BE A PRE-CURE, MOLD-CURE AND HOT CAP METHOD. WRITTEN MANUFACTURING AND PROCESSING STANDARD CONFORMING TO INDUSTRY-ACCEPTED PROCEDURES AND AS SPECIFIED IN FEDERAL PROCUREMENT SPECIFICATION ZZT-4414 SHALL BE FOLLOWED IN THE PERFORMANCE OF EACH STEP OF OPERATION. COPIES OF THE WRITTEN RETREAD PROCESS PRODEDURES ADOPTED SHALL BE AVAILABLE AT THE APPROPRIATE MANUFACTURING LOCATION AND SHALL BE FURNISHED TO THE AGENCY FOR REFERENCE AS REQUESTED.						

STANDARDS: OPERATING PROCEDURE CONFORMING TO INDUSTRY-RECOGNIZED STANDARDS SHALL BE FOLLOWED AND SHALL CONSIST OF THE MINIMUM FUNCTIONS:

CONDITIONING OF CASINGS (DRYING, ETC.)  
INSPECTION OF CASING GRADING  
TIRE REPAIRING  
BUFFING  
CEMENTING  
TREAD RUBBER APPLICATION  
CURLING  
TRIMMING AND FINISHING

FINAL INSPECTION, INCLUDING MINIMUM STANDARDS ARE SERVICE APPLICATIONS.

MATERIALS: ALL MATERIALS (RUBBER) USED IN THE RETREADING PROCESS SHALL BE OF THE SAME MANUFACTURER AS STATED WITH THE RESPONSE UPON SUBMISSION.

RETREADING PROCEDURES:

GENERAL: ALL CASINGS FOR RETREAD SERVICE SHALL BE PROVIDED BY THE CUSTOMER AND THE CONTRACTOR MUST RECORD CASING INFORMATION BY BRAND, SERIAL NUMBERS AND SIZE. ALL RETREADED TIRES SHALL BE RETURNED ON CASINGS PROVIDED BY THE PURCHASER. REJECTED CASINGS SHALL REMAIN THE PROPERTY OF THE AGENCY, WHICH IS RESPONSIBLE FOR DISPOSAL. THE FOLLOWING ARE MINIMUM PROCESS SPECIFICATIONS SHOWN FOR SPECIFIC AREAS:

INITIAL INSPECTION: CASING INSPECTION SHALL BE MADE BY A TRAINED, CERTIFIED OPERATOR. THE CONTRACTOR SHALL USE EITHER ELECTRONIC, ULTRASONIC OR HOLOGRAPHIC CASING INSPECTION EQUIPMENT TO AID IN DETERMINING CASING INTEGRITY. CASINGS ACCEPTED FOR RETREADING SHALL NOT CONTAIN ANY DEFECTS THAT WOULD RENDER IT UNSUITABLE FOR SERVICE.

THE FOLLOWING ARE EXAMPLES OF SOME OF THE DEFECTS:

PLY SEPARATION  
BROKEN, DAMAGED, KINKED OR EXPOSED BEAD WIRE  
INJURIES TO PLIES IN THE BEAD AREA  
FLEX BREAKS  
LOOSE CORDS ON THE INSIDE PLY OR EVIDENCE OF OVERLOAD, UNDER-INFLATION OR RUN FLAT  
TREAD SEPARATIONS THAT CANNOT BE REMOVED DURING BUFFING  
SIDEWALL SEPARATION  
WEATHER CRACKING EXTENDING INTO BODY PLIES  
NON-REPAIRABLE DAMAGE TO THE INNER LINER OR BEAD SEATING AREA ON A TUBELESS TIRE  
NAIL HOLE OR INJURIES OF SUFFICIENT SIZES AND NUMBERS THAT CANNOT BE REPAIRED USING ACCEPTABLE COMMERCIAL PRACTICES  
RADIAL BELT SEPARATIONS (UNLESS REBELTING IS CONSIDERED)  
BIAS TIRES WORN TO THE EXTENT THAT REQUIRE MORE THAN 10 PERCENT OF THE CIRCUMFERENCE OF THE TOP PLY TO BE REMOVED DURING REBUFFING.

ALL CASINGS ARE TO BE INSPECTED PRIOR TO RECAPPING.

NOTE: REJECTED TIRES: WRITTEN RAR (RETURNED AS RECEIVED) REPORTS WILL BE PROVIDED BY THE CONTRACTOR AND SHALL OUTLINE ALL PERTINENT INFORMATION REGARDING WHY TIRES WERE NOT ACCEPTABLE FOR RETREADING.

REPAIRING: OPERATORS SHALL BE TRAINED TO INDUSTRY-RECOGNIZED STANDARDS, AND WORK MUST BE CARRIED OUT USING PRESCRIBED METHODS AND TOOLS. FINAL DETERMINATION OF REPAIRABILITY, TYPE OF REPAIR, AND REPAIR MATERIAL SHALL BE MADE AFTER SKIVING AND INSPECTION, AND IN ACCORDANCE WITH THE RECOMMENDED TABLES AND CRITERIA OF THE MANUFACTURER. ALL MATERIALS USED MUST BE COMPATIBLE.

# State of Vermont

Buildings and General Services  
Office of Purchasing & Contracting  
10 Baldwin St  
Montpelier VT 05633-7501  
United States

## CONTRACT



**Vendor ID 0000290460**  
**Holyoke Tire & SAuto Service Inc**  
**1264 Union St Ext**  
**W Springfield MA 01089**  
**United States**

<b>Contract ID</b> 0000000000000000000016479		<b>Page</b> 3 of 9
<b>Contract Dates</b> 11/04/2009 to 11/04/2011		<b>Origin</b> CPS
<b>Description:</b> CPS - RETREAD TIRES		<b>Contract Maximum</b> \$99,999,999,990.00
<b>Buyer Name</b> Smith,Steven D	<b>Buyer Phone</b> 828-4681	<b>Contract Status</b> Approved

**Phone #:**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
NAIL HOLE REPAIR: A NAIL HOLE INJURY CAN BE REPAIRED EITHER BEFORE OR AFTER THE TIRE IS BUFFED. ANY NUMBER OF NAIL HOLES IN A BIAS TIRE CAN BE REPAIRED; THE ONLY LIMITING FACTOR IS THAT THE REPAIRS DO NOT TOUCH.						
NAIL HOLE REPAIR LIMITATIONS: AN INJURY UP TO 3/8" (9MM) IN DIAMETER IN THE REPAIRABLE AREA OF THE TUBE TYPE OR TUBLESS TYPE BIAS TIRE WILL REQUIRE A REPAIR UNIT AND PLUG REPAIR. THE INJURY IS LARGER AFTER ALL DAMAGE HAS BEEN REMOVED, IF THE INJURY WILL REQUIRE A SECTION REPAIR.						
SPOT REPAIR: THIS IS THE REMOVAL AND REPLACEMENT OF RUBBER IN AN INJURY. AN INJURY CAN BE TREATED AS A SPOT REPAIR IN THE REPAIRABLE AREA OF A BIAS TIRE IF LESS THAN 25 PERCENT OF THE ACTUAL BODY PLIES ARE DAMAGED. ANY NUMBER OF SPOT REPAIRS CAN BE MADE.						
CEMENT REPAIRS: (FOR OFF ROAD USE TIRES). THIS IS THE REPAIR OF AN INJURY THROUGH 25 PERCENT BUT LESS THEN 75 PERCENT OF THE BODY PLIES OF A BIAS TIRE. THE REPAIR WILL REQUIRE BOTH HOLE FILLING MATERIAL AND REINFORCING REPAIR UNIT.						
SECTION REPAIR: (FOR OFF THE ROAD USE TIRES) A REPAIR MADE TO AN INJURY AREA THAT EXTENDS BEYOND 75 PERCENT OF THE BODY PLIES, IN EITHER THE TREAD OR SIDEWALL, IN THE REPAIRABLE AREA.						
BEAD REPAIRS: ALLOWABLE REPAIRS IN THE RUBBER COVERING THE BEAD AREA:						
CUTS OR TEARS IN THE RUBBER COVERING THE BEAD AREA THAT DO NOT DAMAGE THE BODY PLY OR EXPOSE BEAD WIRES, LIMITED TO SIZE TO WHICH WILL ASSURE DUPLICATION OF ORIGINAL BEAD CONTOURS, AND REPAIRS THAT CAN BE PERFORMED AT LOW ENOUGH COST TO BE PRACTICAL.						
NOTE: ALL REPAIRS SHALL BE FINISHED WITH AN APPROVED REPAIR SEALANT MATERIAL.						
RADIAL REPAIRS:						
NAIL HOLE: ANY NUMBER OF NAIL HOLES BE REPAIRED IN THE REPAIRABLE AREA OF A RADIAL TIRES MAY NOT TOUCH. INJURIES 3/8" (9MM) AND SMALLER IN THE CROWN AREA SHALL BE REPAIRED USING THE PLUG AND REPAIR UNIT METHOD. IF THE INJURY IS LARGER THAN 3/8" AFTER THE DAMAGE AND RUST HAVE BEEN REMOVED, THE TIRE WILL REQUIRE A SECTION REPAIR. IF THE INJURY IS LARGER THAN 1/16" (1.5MM) IN THE SIDE WALL AREA OF THE TIRE AFTER DAMAGE AND RUST HAVE BEEN REMOVED, THE TIRE WILL REQUIRE A SECTION REPAIR.						
SPOT REPAIR. (NOT ALLOWED EXCEPT FOR OFF THE ROAD USE TIRES.) THIS REPAIR IS LIMITED TO CRACKS AND CUTS IN RUBBER WITH NO EXPOSED BODY PLIES. ANY DAMAGE FOUND ON THE FRET WIRES WILL REQUIRE A FULL SECTION REPAIR.						
SECTION REPAIR: (FOR OFF THE ROAD USE TIRES.) ANY NUMBER OF THESE REPAIRS CAN BE MADE IN THE REPAIRABLE AREA AS LONG AS THE REPAIRS DO NOT TOUCH, BUT NO MORE THAN ONE REPAIR IS ALLOWED THAT WILL AFFECT THE SAME RADIAL CASING PLIES.						
BEAD REPAIR: THE FOLLOWING CONDITIONS WILL BE CONSIDERED REPAIRABLE IN THE RUBBER COVERING THE BEAD AREA:						
CUTS OR TEARS IN THE RUBBER COVERING THE BEAD AREA THAT DO NOT DAMAGE THE BODY OR EXPOSE BEAD WIRES. LIMITED IN SIZE TO THAT WHICH ASSURE DUPLICATION OF ORIGINAL BEAD CONTOURS, AND REPAIRS THAT CAN BE PERFORMED AT LOW ENOUGH COST TO BE PRACTICAL.						
NOTE: ALL REPAIRS SHALL BE FINISHED WITH AN APPROVED REPAIR SEALANT MATERIAL.						
FINAL INSPECTION: THE RETREADER SHALL MAKE A FINAL INSPECTION OF THE RETREADED TIRE. THE INSIDE OF THE TIRE SHALL BE CHECKED ON A TIRE SPREADER WITH ADEQUATE LIGHTING TO ASSURE QUALITY WORKMANSHIP. THE OUTSIDE SHALL HAVE RECEIVED THE SAME QUALITY, WORKMANSHIP, AND THE COSMETIC APPEARANCE SHALL BE CONSIDERED GOOD COMMERCIAL PRACTICE. IF THE TIRE SHOWS ANY DEFECT THAT WILL RESULT IN LESS THAN OPTIMUM PERFORMANCE, THE RETREAD SHALL BE REJECTED AND REWORKED. THE DEFECTIVE TIRE SHALL REMAIN THE PROPERTY OF THE STATE WHICH IS RESPONSIBLE FOR DISPOSAL. DEFECTIVE TIRES WILL BE LOGGED COMPLETELY WITH MAKE AND SERIAL NUMBERS. A LIGHT COAT OF TIRE PAINT SHALL BE APPLIED TO ALL FINISHED TIRES.						

WARRANTY, SERVICE AND LIABILITY:

# State of Vermont

Buildings and General Services  
Office of Purchasing & Contracting  
10 Baldwin St  
Montpelier VT 05633-7501  
United States

## CONTRACT



**Vendor ID 0000290460**  
**Holyoke Tire & SAuto Service Inc**  
**1264 Union St Ext**  
**W Springfield MA 01089**  
**United States**

<b>Contract ID</b> 0000000000000000000016479		<b>Page</b> 4 of 9
<b>Contract Dates</b> 11/04/2009 to 11/04/2011	<b>Origin</b> CPS	
<b>Description:</b> CPS - RETREAD TIRES	<b>Contract Maximum</b> \$99,999,999,990.00	
<b>Buyer Name</b> Smith,Steven D	<b>Buyer Phone</b> 828-4681	<b>Contract Status</b> Approved

**Phone #:**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
--------	---------	-----------	-----	------------	---------	---------

LIMITED WARRANTY: EVERY RETREAD AND/OR REPAIR SHALL BEAR A VALID DOT SHOP NUMBER AND SHALL BE WARRANTED TO BE FREE FROM DEFECTS IN WORKMANSHIP AND MATERIALS AND TO GIVE SATISFACTORY SERVICE UNDER NORMAL OPERATING CONDITIONS FOR THE TREAD LIFE OF APPLICABLE PERIOD SET FORTH UNDER (COVERAGE) DESCRIBED.

COVERAGE:

WORKMANSHIP/MATERIAL FAILURE. A RETREAD AND/OR REPAIR FAILING TO DELIVER SATISFACTORY SERVICE, DUE TO CONDITIONS RELATED TO WORKMANSHIP OR MATERIALS, UNDER THE TERMS OF THIS WARRANTY, SHALL BE CREDITED TO THE AGENCY'S CURRENT BUYING PRICE ACCORDING TO THE FOLLOWING PERCENTAGE TABLE:

TREAD LIFE % OF CREDIT  
REMAINING TO AGENCY

100-80%	100%
79-60%	75%
59-40%	50%
39-20%	25%
19 & Below	0%

IF THE TREAD SEPARATES FROM THE CASING AND NO MEASURABLE TREAD REMAINS, THE FOLLOWING PERCENTAGE TABLE APPLIES:

PURCHASE DATE TO ADJUSTMENT DATE - 120 DAYS & LESS	100%
PURCHASE DATE TO ADJUSTMENT DATE - 121 DAY TO 240	75%
PURCHASE DATE TO ADJUSTMENT DATE - 241 DAYS TO 360	50%
PURCHASE DATE TO ADJUSTMENT DATE - 361 DAYS TO 480	25%
PURCHASE DATE TO ADJUSTMENT DATE - 481 DAYS OR MORE	0%

ADJUSTMENT CREDIT WILL BE ISSUED FOR THE RETREAD AND/OR REPAIR ONLY TO THE AGENCY.

CASING FAILURE: A RETREAD AND/OR REPAIR FAILING TO DELIVER SATISFACTORY SERVICE DUE TO CASING-RELATED CONDITIONS UNDER THE TERMS OF THIS WARRANTY, SHALL BE CREDITED AT AGENCY'S CURRENT BUYING PRICE ACCORDING TO THE FOLLOWING PERCENTAGE TABLE:

TREAD LIFE:

100 - 75%

% OF CREDIT REMAINING TO AGENCY: 100%

TREAD LIFE:

74 - 50%

% OF CREDIT REMAINING TO AGENCY 50%

TREAD LIFE:

49 & below

% OF CREDIT REMAINING TO AGENCY 0%

IF RETREAD SEPARATES FROM THE CASING AND NO MEASURABLE TREAD REMAINS, THE FOLLOWING PERCENTAGE TABLE APPLIES:

PURCHASE DATE TO ADJUSTMENT DATE - 120 DAYS & LESS	100%
PURCHASE DATE TO ADJUSTMENT DATE - 121 DAYS TO 240	50%
PURCHASE DATE TO ADJUSTMENT DATE - 241 DAYS OR MORE	0%

ADJUSTMENT CREDIT WILL BE ISSUED FOR THE RETREAD AND/OR REPAIR ONLY.

# State of Vermont

Buildings and General Services  
Office of Purchasing & Contracting  
10 Baldwin St  
Montpelier VT 05633-7501  
United States

## CONTRACT



**Vendor ID 0000290460**  
**Holyoke Tire & SAuto Service Inc**  
**1264 Union St Ext**  
**W Springfield MA 01089**  
**United States**

<b>Contract ID</b> 0000000000000000000016479		<b>Page</b> 5 of 9
<b>Contract Dates</b> 11/04/2009 to 11/04/2011		<b>Origin</b> CPS
<b>Description:</b> CPS - RETREAD TIRES		<b>Contract Maximum</b> \$99,999,999,990.00
<b>Buyer Name</b> Smith,Steven D	<b>Buyer Phone</b> 828-4681	<b>Contract Status</b> Approved

**Phone #:**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
--------	---------	-----------	-----	------------	---------	---------

LEAD WHEEL WEIGHTS: THE STATE OF VERMONT IS CURRENTLY IN COMPLIANCE WITH V.S.A. TITLE 9, CHAPTER 63, §2470H. THE FOLLOWING IS A LINK TO THE STATUTE:

[HTTP://WWW.LEG.STATE.VT.US/STATUTES/FULLSECTION.CFM?TITLE=09&CHAPTER=063&SECTION=02470H](http://www.leg.state.vt.us/statutes/fullsection.cfm?title=09&chapter=063&section=02470H)

VENDORS ISSUED CONTRACTS FOR THE STATE OF VERMONT WILL BE PROHIBITED FROM USING LEAD WHEEL WEIGHTS FOR THE PURPOSE OF BALANCING TIRES. OTHER STATES OR PARTICIPATING ENTITIES MAY ALSO HAVE LEAD WEIGHT RESTRICTIONS.

2		TIRE CASING DISPOSAL	EA	0.01000	0.00	0.00
---	--	----------------------	----	---------	------	------

TIRE CASING DISPOSAL COST

ANY TIRE CASING DEEMED UNUSABLE MUST BE RETURNED TO ITS PICK UP POINT WITH AN RAR (RETURNED AS RECEIVED) DOCUMENT. THE RAR SHALL LIST ALL INFORMATION AS TO WHY THE CASING GOT REJECTED. UPON APPROVAL AND INSPECTION OF PURCHASER, OR FLEET MANAGER THE CASING CAN THEN BE DISPOSED.

PASSENGER TIRES DISPOSAL COST: \$2.00 PER TIRE

LIGHT TRUCK DISPOSAL COST: \$2.00 PER TIRE

MEDIUM TRUCK BIAS OR RADIAL: \$6.00 PER TIRE

FARM / GRADER / SMALL OFF ROAD: \$20.00 PER TIRE

LARGE OTR 26.5 AND ABOVE: \$40.00 PER TIRE

INDUSTRIAL (SMALL UP TO 20"): \$6.00 PER TIRE

3		CASING REPAIR	EA	0.01000	0.00	0.00
---	--	---------------	----	---------	------	------

CASING REPAIRS:

NAIL HOLE, SPOT REPAIRS, SECTION REPAIRS AND BEAD REPAIRS SHALL BE DONE IN ACCORDANCE WITH INDUSTRY STANDARDS AND BY A CERTIFIED TECHNICIAN, ALL NAIL HOLE REPAIRS MUST BE PERFORMED WITH A TEXTILE CORD REINFORCED PATCH AND APPROPRIATE FILLER, I.E., HIGH COMPRESSION PLUG.

NAIL HOLE REPAIR: NO CHARGE

NO CHARGE IF REPAIR IS MADE WITH RETREAD

SECTION REPAIR: \$30.00

30% OFF ABOVE PRICE IF REPAIR IS MADE WITH RETREAD

4		URETHANE/FOAM FILL	EA	0.01000	0.00	0.00
---	--	--------------------	----	---------	------	------

URETHANE / FOAM TIRE FILL

COST PER LB. WITHOUT CHUNKING \$.95

COST PER LB. WITH CHUNKING / OR USE OF RECYCLED PRODUCT: \$1.35  
MINIMUM CHARGE \$35.00

# State of Vermont

Buildings and General Services  
Office of Purchasing & Contracting  
10 Baldwin St  
Montpelier VT 05633-7501  
United States

## CONTRACT



**Vendor ID 0000290460**  
**Holyoke Tire & SAuto Service Inc**  
**1264 Union St Ext**  
**W Springfield MA 01089**  
**United States**

<b>Contract ID</b> 0000000000000000000016479		<b>Page</b> 6 of 9
<b>Contract Dates</b> 11/04/2009 to 11/04/2011	<b>Origin</b> CPS	
<b>Description:</b> CPS - RETREAD TIRES	<b>Contract Maximum</b> \$99,999,999,990.00	
<b>Buyer Name</b> Smith,Steven D	<b>Buyer Phone</b> 828-4681	<b>Contract Status</b> Approved

**Phone #:**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
5		SMALL OFF-ROAD AND LARGE OVER-THE-ROAD RETREADING	EA	0.01000	0.00	0.00

CONTRACT OF THE LIST BELOW REPRESENTS THE MAJORITY OF SIZES USED.

THE COST OF RECAPPING PLUS ANY INJURY REPAIR, SECTION AND/OR SPOT, SHALL NOT EXCEED 60% OF THE PRICE OF THE NEW TIRE. PURCHASE ORDERS WILL BE REQUIRED FOR PAYMENT.

MOUNTING, BALANCING, AND VALVE STEM COST ARE NOT INCLUDED IN THE PRICE OF THE TIRE OR RETREAD.

THE PRICING ON THE TIRES LISTED BELOW ARE FIRM FOR THE INITIAL TWO YEAR CONTRACT PERIOD.

ADDITIONAL SMALL OFF-ROAD AND LARGE OVER-THE-ROAD RETREADING. AVAILABILITY AND PRICING PER THE ATTACHED LIST. 44% DISCOUNT FROM PRICE LIST. UPDATED PRICE LISTS WILL BE POSTED ON THE BGS PURCHASING AND CONTRACTING WEBSITE AS THEY BECOME AVAILABLE.

CASING CREDITS: CONTRACTOR TO PROVIDE A MARKET VALUE CASING CREDIT TO THE STATE OF VERMONT OR ELIGIBLE ENTITY FOR CASINGS (TRUCK, LIGHT, SMALL/OVER-THE-ROAD AND LARGE/OVER-THE-ROAD) DEEMED TO BE RETREADABLE BUT NOT REQUIRED/OR SUBMITTED TO BE RETREADED BY THE CUSTOMER.

TIRE TRACKING MANAGEMENT PROGRAM IS AVAILABLE.

(NOTE BELOW AS FOLLOWS FOR RETREAD PROCESS: C=COMPUTER CUT TREAD, M=MOLD CURE)

SIZE, TREAD DESIGN, THREAD DEPTH, PRICE PER UNIT, RETREAD PROCESS

1300X24	G2/L2	29	\$208.00	M
1400X24	G2	31	\$268.00	M
15.5X25	L2	29	\$288.00	M
17.5X25	L3	32	\$443.00	M
20.5X25	L3	41	\$855.00	C
23.5X25	L3	41	\$1065.00	C
25.6X25	L3	48	\$1444.00	C
29.5 X 25	L3	52	\$1862.00	C
1800x25	E3	40	\$1066.00	C
1800X33	E3	70	\$1458.00	C
2400X49	E4	76	\$3981.00	C

6		TIRE MOUNT OR DISMOUNT - MEDIUM COMMERCIAL	EA	8.00000	0.00	0.00
7		BALANCING - MEDIUM COMMERCIAL	EA	17.00000	0.00	0.00
8		VALVE STEM	EA	4.95000	0.00	0.00
9		RIM CONDITIONING - MEDIUM COMMERCIAL SINGLE STAGE: \$19.00 TWO STAGE: \$27.00	EA	0.01000	0.00	0.00
10		NEW RIMS - MEDIUM COMMERCIAL 22.5 X 8.25: \$89.00 24.5 X 8.25: \$99.00	EA	0.01000	0.00	0.00

### CONTRACT TERMS AND ADDITIONAL INFORMATION

SCOPE OF CONTRACT: TO PROVIDE RETREAD TIRES AND MOUNTING/INSTALLATION SERVICES TO THE NASPO CONSORTIUM, CONSISTING OF VARIOUS PARTICIPATING STATES, INCLUDING STATE GOVERNMENTS, INSTITUTIONS AND POLITICAL SUBDIVISIONS.

VERMONT STATE GOVERNMENT, ITS POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES ARE INCLUDED IN THIS CONTRACT.

# State of Vermont

Buildings and General Services  
Office of Purchasing & Contracting  
10 Baldwin St  
Montpelier VT 05633-7501  
United States

## CONTRACT



**Vendor ID 0000290460**  
**Holyoke Tire & SAuto Service Inc**  
**1264 Union St Ext**  
**W Springfield MA 01089**  
**United States**

<b>Contract ID</b> 0000000000000000000016479		Page 7 of 9
<b>Contract Dates</b> 11/04/2009 to 11/04/2011		<b>Origin</b> CPS
<b>Description:</b> CPS - RETREAD TIRES		<b>Contract Maximum</b> \$99,999,999,990.00
<b>Buyer Name</b> Smith,Steven D	<b>Buyer Phone</b> 828-4681	<b>Contract Status</b> Approved

**Phone #:**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
--------	---------	-----------	-----	------------	---------	---------

CONTRACT PERIOD: NOVEMBER 4, 2009 TO NOVEMBER 4, 2011, WITH AN OPTION TO RENEW FOR TWO ADDITIONAL 12 MONTH PERIODS.

VENDOR CONTACT:  
PAUL M. BOVAT SR  
VP SALES & MANUFACTURING  
COMMERICAL TRUCK TIRE CENTER  
TEL#: 413-733-8400  
FAX: 413-7747-0877  
CELL: 413-348-8006  
EMAIL: PBOVAT@COMCAST.NET

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

STEVE SMITH  
PURCHASING AGENT  
802-828-4681  
FAX 802-828-2222  
steven.smith@state.vt.us

NASPO COOPERATIVE REQUIREMENTS:

A STATE MAY ELECT TO EXECUTE A PARTICIPATING ADDENDUM WITH THE CONTRACTORS AND SUBMIT A COPY OF THE EXECUTED AGREEMENT TO THE VERMONT OFFICE OF PURCHASING AND CONTRACTING.

PARTICIPATION BY ANY STATE, REGARDLESS OF GEOGRAPHIC LOCATION, OR SPECIFIC NASPO REGION, IS PERMITTED AT ANY TIME DURING THE TERM OF THE CONTRACT AND UPON ANY CONTRACT EXTENSIONS BY EXECUTING A PARTICIPATING ADDENDUM WITH THE CONTRACTORS AND SUBMITTING A COPY TO THE VERMONT OFFICE OF PURCHASING AND CONTRACTING. CONTRACTOR MUST ACCEPT ORDERS FROM AND EXTEND THE CONTRACT PRICES TO ALL PARTICIPATING STATES. THE CONTRACTORS MUST ALLOW QUALIFIED NEW STATE AGENCIES, PARTICIPATING STATE FACILITIES AND POLITICAL SUBDIVISION JOINING THE NASPO RETREAD TIRE CONTRACT (N-12-2008) TO BE ADDED TO THE CURRENT PARTICIPANTS LIST AND ACCESS CONTRACT PRICES THROUGHOUT THE TERM OF THE CONTRACT. THE VERMONT OFFICE OF PURCHASING AND CONTRACTING RESERVES THE RIGHT TO ADD AND DELETE OTHER MEMBERS, STATE AND POLITICAL SUBDIVISION FACILITIES DURING THE TERM OF THIS CONTRACT AT THE REQUEST OF THE PARTICIPATING STATE AND/OR PURCHASING ENTITY.

ADMINISTRATIVE SERVICE FEE: THE MASTER CONTRACTOR (MANUFACTURER) SHALL PAY THE ADMINISTRATION FEE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS CONTRACT. THE NASPO BOARD OF DIRECTORS AND THE NASPO COOPERATIVE PURCHASING COMMITTEE APPROVED THE ADMINISTRATION FEE. THE ADMINISTRATION FEE IS NOT NEGOTIABLE. SOME STATES MAY REQUIRE AN ADDITIONAL FEE TO BE PAID DIRECTLY TO THE PARTICIPATING STATES ON PURCHASES MADE BY THE PURCHASING ENTITIES WITHIN THE STATE. FOR ALL SUCH REQUESTS, THE FEE LEVEL, PAYMENT METHOD AND SCHEDULE FOR SUCH REPORTS AND PAYMENTS SHALL BE INCORPORATED IN THE PARTICIPATING ADDENDUM THAT IS MADE A PART OF THE CONTRACT. ALL SUCH AGREEMENTS SHALL HAVE NO EFFECT ON THE ADMINISTRATIVE FEES OR PRICES/DISCOUNTS ASSOCIATED WITH THE RESULTING PRIMARY CONTRACT.

CONTRACTOR IS REQUIRED TO PAY QUARTERLY AN ADMINISTRATIVE FEE OF 0.5% (0.005) OF ALL SALES UNDER THIS CONTRACT ON THE FOLLOWING SCHEDULE:

CALENDAR QUARTER ENDING                      PAYMENT DUE

MARCH 31 (FOR JAN, FEB AND MAR) APRIL 30  
JUNE 30 (FOR APR, MAY AND JUN) JULY 31  
SEPTEMBER 30 (FOR JUL, AUG AND SEP) OCTOBER 31  
DECEMBER 31 (FOR OCT, NOV AND DEC) JANUARY 31

CONTRACTOR WILL SUBMIT A COPY OF THE REPORT (SAMPLE FORM ATTACHED), COMPLETED AND SIGNED, WITH EACH CHECK.

SUBMIT TO:  
NASPO PROJECT MANAGER  
LEE ANN POPE  
201 EAST MAIN STREET, SUITE 405



# State of Vermont

Buildings and General Services  
Office of Purchasing & Contracting  
10 Baldwin St  
Montpelier VT 05633-7501  
United States

## CONTRACT



**Vendor ID 0000290460**  
**Holyoke Tire & SAuto Service Inc**  
**1264 Union St Ext**  
**W Springfield MA 01089**  
**United States**

<b>Contract ID</b> 0000000000000000000016479		<b>Page</b> 8 of 9
<b>Contract Dates</b> 11/04/2009 to 11/04/2011	<b>Origin</b> CPS	
<b>Description:</b> CPS - RETREAD TIRES	<b>Contract Maximum</b> \$99,999,999,990.00	
<b>Buyer Name</b> Smith, Steven D	<b>Buyer Phone</b> 828-4681	<b>Contract Status</b> Approved

**Phone #:**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
LEXINGTON, KY 40507						

CHECK MUST BE PAYABLE TO NASPO AND MUST INCLUDE CONTRACT NUMBER N12-2008.

ALL SALES MADE DURING A CALENDAR QUARTER SHOULD BE REPORTED AND PAID IN THAT QUARTER. FAILURE TO MAKE PAYMENTS AND PROVIDE DATA IS A VIOLATION OF THE TERMS OF THE CONTRACT IS A VIOLATION OF THE TERMS OF THE CONTRACT YOU HAVE SIGNED AND MAY RESULT IN DEFAULT ACTIONS.

SALES REPORTING: THIS IS THE MINIMALLY ACCEPTABLE SALES REPORTING FORMAT FOR NASPO COOPERATIVE CONTRACTS. THESE ELEMENTS ARE NOT NEGOTIABLE. THE FIELD SIZE OF CERTAIN ELEMENTS MAY BE ADJUSTED, WITH AUTHORIZATION FROM THE LEAD CONTRACT ADMINISTRATOR AND NASPO TO ACCOMMODATE DIFFERENCES IN THE VENDOR CONTRACT NUMBER SIZE.

AREAS THAT ARE BASED ON INDUSTRY PRACTICE WILL BE DETERMINED BY DISCUSSIONS WITH ALL FINAL CONTRACT Awardees AND WILL APPLY TO ALL CONTRACT Awardees ON THIS CONTRACT.

LEAD ZEROS SHOULD BE AVOIDED IF POSSIBLE. FIELDS SHOULD BE RIGHT JUSTIFIED. FIELD WITH NO DATA SHOULD BE LEFT BLANK.

REPORTS MUST BE SUBMITTED IN MICROSOFT EXCEL 97-03 FORMAT OR AN EQUIVALENT APPROVED BY THE LEAD CONTRACT ADMINISTRATOR AND NASPO.

SHIPPING TERMS: ALL SHIPMENTS MUST BE FOB DESTINATION. THE MINIMUM ORDER SHALL BE TWO TIRES. PRICES INCLUDE ALL COST ASSOCIATED WITH THE CONTRACTOR PICKING UP ANY CASINGS AND DELIVERING AND/OR SHIPPING THE RETREADED TIRES TO THE PURCHASER.

THIS CONTRACT IS ISSUED IN ACCORDANCE WITH THE STATE OF VERMONT'S MULTISTATE SOLICITATION FOR RETREAD TIRES ISSUED 03/13/09 AND VENDOR'S RESPONSE DATED 04/23/09.

THE FOLLOWING ATTACHMENTS ARE INCORPORATED INTO THIS CONTRACT:

ATTACHMENT A: STANDARD CONTRACT TERMS AND CONDITIONS, NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS (NASPO) COOPERATIVE PROCUREMENTS.

ATTACHMENT B: STATE OF VERMONT ADDITIONAL TERMS AND CONDITIONS TO THE NASPO TERMS AND CONDITIONS AND REQUIRED FORMS.

ATTACHMENT D: ADMINISTRATIVE FEE REPORT SAMPLE.

TERMS: NET 30 DAYS

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS.

DELIVERY: LIABILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

PRICING: ALL EQUIPMENT PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. ALL EQUIPMENT SHALL BE DELIVERED ASSEMBLED, SERVICED, OILED, AND READY FOR IMMEDIATE USE, UNLESS OTHERWISE REQUESTED BY THE PURCHASING AGENCY.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.



# State of Vermont

Buildings and General Services  
Office of Purchasing & Contracting  
10 Baldwin St  
Montpelier VT 05633-7501  
United States

## CONTRACT



**Vendor ID 0000290460**  
**Holyoke Tire & SAuto Service Inc**  
**1264 Union St Ext**  
**W Springfield MA 01089**  
**United States**

<b>Contract ID</b> 0000000000000000000016479		<b>Page</b> 9 of 9
<b>Contract Dates</b> 11/04/2009 to 11/04/2011		<b>Origin</b> CPS
<b>Description:</b> CPS - RETREAD TIRES		<b>Contract Maximum</b> \$99,999,999,990.00
<b>Buyer Name</b> Smith,Steven D	<b>Buyer Phone</b> 828-4681	<b>Contract Status</b> Approved

**Phone #:**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
--------	---------	-----------	-----	------------	---------	---------

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

VERMONT STATE COLLEGES: THIS CONTRACT IS ALSO AVAILABLE FOR USE BY THE UNIVERSITY OF VERMONT AND THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VERMONT, AND THE VERMONT TECHNICAL COLLEGE.

TOWNS AND SCHOOLS OF THE STATE OF VERMONT: AT THE BIDDER'S ELECTION POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN STATE CONTRACTS AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY FOR THESE PAYMENTS.

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

THE VISA PURCHASING CARD MAY BE USED AS A FORM OF PAYMENT UNDER THIS CONTRACT.

### WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

**By the STATE of VERMONT**

**By the CONTRACTOR**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_